

Mr. Walsh offered the following Resolution for adoption, seconded by Mr. Nicastro.

R-18-233

## **RESOLUTION OF RATIFICATION**

### **HOWELL TOWNSHIP TEAMSTERS LOCAL UNION NO. 469 JANUARY 1, 2018 THROUGH DECEMBER 31, 2021**

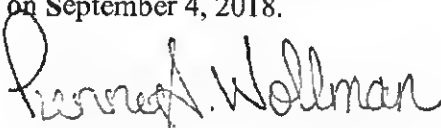
**WHEREAS**, negotiations between the Township of Howell and the Teamsters Local Union No. 469, have successfully concluded ; and

**WHEREAS**, the terms and conditions of the contract have been ratified by the Teamsters Local Union No. 469;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Howell that the Mayor and Township Clerk are hereby authorized to sign same on behalf of said Township of Howell.

<u><b>VOTE</b></u>	<u><b>AYES</b></u>	<u><b>NAYS</b></u>	<u><b>ABSENT</b></u>	<u><b>DISQUALIFY</b></u>
Mr. Nicastro	X			
Mrs. O'Donnell	X			
Mrs. Smith			X	
Mr. Walsh	X			
Mayor Berger	X			

This is to certify that the foregoing Resolution was adopted by the Mayor and Council of the Township of Howell at a regular meeting held on September 4, 2018.

  
\_\_\_\_\_  
PENNY WOLLMAN, TOWNSHIP CLERK

**AGREEMENT BETWEEN THE  
TOWNSHIP OF HOWELL  
AND  
TEAMSTERS LOCAL UNION NO. 469  
JANUARY 1, 2018 THROUGH  
DECEMBER 31, 2021**

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**THIS AGREEMENT**, made and entered into in Howell Township, New Jersey, as of this 4th day of September, 2018, between the Township of Howell, a municipality in the County of Monmouth and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Teamsters Local Union No. 469, hereinafter referred to as the "Union" or "Teamsters".

**WITNESSETH:**

**WHEREAS**, it is the intent and purpose of the parties to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by this Agreement.

**NOW, THEREFORE**, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other with respect to the employees of the Employer recognized as being represented by the Union as follows:

**ARTICLE I  
RECOGNITION**

Section 1.

The Employer hereby recognizes the Teamsters Local Union No. 469 as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all regular full time employees designated as Supervisors and as Department Heads employed by the Township, but excluding police, clerical, and Blue Collar employees within the meaning of the Act. Full time is defined to mean all employees whose work averages thirty five (35) or more hours per week.

Section 2.

The Township recognizes the Teamsters as the exclusive representative of all employees as defined heretofore as members, pursuant to the attached.

Section 3.

The Employer and the Teamsters agree that continued day-to-day communications are essential in promoting harmonious relations between the parties; therefore, in order to ensure that the Employer communicates with the current elected or appointed representatives, the Teamsters agrees to provide to the Employer the name(s) and title(s) of the Union Official(s) authorized to speak for and in behalf of the unit. This list and any changes to such list will be forwarded to the Township Manager's office as soon as practicable after such official(s) is designated and, as necessary to maintain a current list of representatives.

**ARTICLE II  
HOURS OF WORK**

Section 1.

The regular workweek for unit employees shall consist of not more than thirty-five (35) hours of work per week, exclusive of a meal period. All work schedules shall include a one-hour meal period.

## Section 2.

The work year for payroll purposes shall be the calendar year January 1 through December 31. The established salary will be divided by the number of pays in each calendar year.

## Section 3.

On call system for employees of the Fire Bureau: The Fire Bureau Chief and Supervisors rotate an "on-call" system with other members of the Bureau. Each week a Fire Bureau employee or supervisor will be on call for one week to answer emergency calls as a fire investigator. The Fire Bureau Chief or Supervisor shall receive one and a half hours of compensatory time for each workday of the week "on call" and two hours compensatory time for his/her Saturday and Sunday assignment

# **ARTICLE III OVERTIME**

## Section 1.

Employees called in to work on any day shall receive a two (2) hour minimum, unless such period shall run into the regularly scheduled work day where only the excess time worked shall be considered.

## Section 2.

Employees working in excess of forty (40) hours per week may accrue compensatory time at the rate of time and one-half. Supervisors only may accrue compensatory time at the rate of straight time for hours worked beyond thirty-five (35) hours per week through forty (40) hours per week. All documentation of compensatory time earned must be forwarded to the Manager for each pay period. Total accrued compensatory time shall not exceed 240 hours.

Court Administrator - Call Outs - will receive compensatory time at the rate of time and one half per phone call for any calls received during non-working hours.

No employee is allowed to accumulate compensatory time in excess of the 240 hours which time shall not have any monetary value but shall only be used for time off.

No employee is allowed to work in excess of the 240 hours accumulated time without the approval of the Manager. Should the Manager determine the work in question is necessary; the hours will be paid at the employee's overtime rate. If an employee requests these additional hours, they will be responsible for accounting to the Manager why the banked hours were not depleted in the last thirty (30) days.

Paid time off for vacations, sick leave, personal days and compensatory time will not count as time worked towards the 40 hours taken off per week.

## Section 3.

In the event that the Town Hall is closed early due to weather conditions, all employees who are required to work shall receive equivalent compensatory straight time off

## **ARTICLE IV HOLIDAYS**

### Section 1.

The Township recognizes the following days as paid holidays for which employees actively on the payroll at the time of the holiday will receive a day of pay at straight time without having to perform work:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
	Christmas Day

### Section 2.

The workdays prior to the Christmas holiday celebration and the New Year's celebration will be one-half days. Employees will be required to work until the noon hour. No lunch hour will be permitted on these days.

### Section 3.

Holidays falling on Sunday shall be celebrated on the following Monday, Holidays falling on Saturday shall be celebrated on the immediately preceding Friday.

### Section 4.

In the event an employee works on a Holiday, with the Manager's approval, he/she shall receive compensatory time and one-half for hours worked.

## **ARTICLE V VACATIONS**

### Section 1.

Vacation entitlement shall be based upon the employee's date of hire according to the following schedule:

<b>LENGTH OF SERVICE</b>	<b>NUMBER OF VACATION DAYS</b>
0 to 1 year of service	one day per month worked up to ten (10) working days
After one (1) year to the completion of five (5) years of service	13 working days
After five (5) years to the completion of nine (9) years of service	15 working days

After nine (9) years to the completion of fifteen (15) years of service	18 working days
After fifteen (15) years to the completion of nineteen (19) years of service	20 working days
After nineteen (19) years to the completion of twenty-two (22) years of service	22 working days
After twenty-two (22) years of service	25 working days
After the completion of twenty five (25) years	1 additional day for each year or more up to a maximum of thirty (30) days

During the first calendar year or portion thereof, an employee shall receive one (1) vacation day for each month worked. Any new employee hired before the 15<sup>th</sup> day of the month shall be credited with having worked one month for purposes of vacation entitlement. After the first thirty (30) days, accrued vacation may be taken. Vacation shall be prorated in the year of termination. Upon retirement within the definition of PERS, excluding deferred retirement the employee will be paid the prorated amount of unused vacation days. If an employee exceeds vacation leave usage, upon termination said monies are to be deducted from his/her final check. If it is not possible to pay owed monies out of the last check, the employee will owe the Township the remaining balance of the days. Vacation time shall not accrue during a leave of absence.

During the year that an employee's vacation days increase to the next level, the employee shall receive credit for the additional days as of the first of the year.

## Section 2.

Vacations may be taken during the contract year subject to prior approval of the Manager. In the event an employee is directed not to utilize his/her vacation days because of pressure of Township business, then the vacation time unused shall accumulate and shall be granted no later than the end of the next succeeding year. In the event that an employee, who has carried over vacation time pursuant to this section, is directed not to utilize the carried over vacation time in the next succeeding year because of Township needs, then the employee shall be paid for the unused vacation time. A maximum of five (5) vacation days may be carried into the next year.

## **ARTICLE VI HOSPITAL AND MEDICAL INSURANCE**

### Section 1.

All full time employees will be covered for hospital and medical insurance through the New Jersey State Health Benefits Plan.

The parties agree that employees shall contribute toward their healthcare coverage in accordance with New Jersey State law requirements (Ch. 78 P.L. 2011). The contribution is



pre-tax dollars in accordance with a section 125 plan.

Effective January 1, 2019, employees shall not be eligible to enroll in Direct 10, which shall be replaced with Direct 15. All employees shall elect to enroll in Direct 15 or any plan that is offered through the SHBP that has a premium equal to or less than Direct 15. If the employee wishes to remain in Direct 10, they may pay the difference between Direct 10 and Direct 15 (or another plan equivalent such as Aetna). Payment shall be made via payroll deduction.

#### Section 2.

Full time employees will continue to be enrolled in the Township Dental Plan. The Employer will pay the full premium for the employee and one-half (1/2) the dependent unit premium. Enrollment in the dependent unit plan is optional to the employee. Supplementary dental service premium costs will be paid by the employee.

#### Section 3.

The Employer reserves the right to change insurance carriers subject to Union review, for equivalent or better coverage. The parties will subject any disagreement under this section only to a special arbitration procedure as follows:

Should a dispute arise as to whether or not the change in insurance carriers and/or policies proposed will be equivalent or better coverage, the matter shall be submitted to binding arbitration in accordance with the arbitration procedures established under the grievance article of this Agreement (Article XI). The decision of the arbitrator shall be in writing, shall be submitted within thirty (30) calendar days of the close of the record and shall be final and binding on all parties pursuant to law.

#### Section 4.

At the time the Township should change Health Insurance Carriers, HMO and PPO coverage, or the equivalent will be provided for all employees of this unit and their dependents.

### **ARTICLE VII SICK LEAVE**

#### Section 1.

A. All permanent full time employees covered by this Agreement shall be granted sick leave with pay of one (1) working day for every month of continuous service on the basis of twelve (12) days per year. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employer's leave of absence. Upon retirement within the definition of PERS, excluding a deferred retirement, a minimum of fifteen (15) years with the Township of Howell, or upon elimination by the Township of the position, an employee is entitled to one (1) day's pay for each two (2) days of accumulated sick leave, up to a maximum of one hundred twenty (120) days of pay, unless terminated following conviction in a criminal court of a premeditated, indictable offense. The amount of sick time is not to exceed the State cap on reimbursement. No employee shall be paid for accumulated sick leave upon their justifiable sustained termination from the Township of Howell. If an employee exceeds sick leave usage, upon termination said monies are to be deducted from his/her final check. If it is

not possible to pay owed monies out of the last check, the employee will owe the Township the remaining balance of the days. All employees hired after May 21, 2010 shall only be entitled to receive a total of \$15,000 of accumulated sick leave payments at the time of his/her retirement(excluding deferred retirement) in accordance with NJSA 40A:9-10.4.

B. If an employee does not utilize any sick days during a calendar year, they shall be credited with an additional two (2) personal days for use the next ensuing year.

C. All employees, upon completing one (1) year of employment, shall be credited with the entire year's sick leave, which may be utilized at any time. If an employee exceeds sick leave usage, upon termination said monies are to be deducted from his/her final check.

D. Sick leave maybe taken and utilized by employees in one half or full day increments only. In addition, accumulated sick leave may be used by an employee for illness in the immediate family which requires attendance upon the ill family member. The term "immediate family" for the purposes of this section shall mean and refer to the employee's spouse, child, step-child, grandchild, parent, grandparent or unmarried brother or sister

## Section 2.

In all cases of reported illness or disability, the Township, through the Manager, reserves the right to have a physician designated by the Township examine and report on the condition of the patient-employee.

If an employee utilizes seven (7) individual sick days during any calendar year without documentation, any further use of sick time may require a doctor's note, at the Manager's discretion.

Any absence of three (3) days or more may require a doctor's note at Manager's discretion.

## Section 3.

A. A leave of absence maybe granted to full time employees who are ill or disabled not resulting from duties performed during their employment and when such illness or disability is evidenced by a certificate of a physician. A leave of absence shall be granted only when the employee has expended his/her accumulated sick and comp time. No time will be accrued while on leave. Eligible employees may apply for Group Disability Benefits through the Township's Group Insurance. An employee may purchase sick time back when the employee returns from their leave, from the Township according to the employee's rate of pay and the amount that the insurance company provides. For example, the amount of time "bought back" will be whatever the disability check will purchase according to the employee's daily rate of pay. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

The parties agree that an employee's prolonged absence from work because of not related injury or disability will not affect his/her seniority for the purpose of layoffs provided the

employee has applied for and been granted a leave of absence as provided by this Agreement.

#### Section 4

A. A permanent full-time employee is eligible to receive donated sick or vacation leave if the employee:

1. Has completed at least one year of continuous employment with the Township;
2. Has exhausted all accrued sick, vacation and personal leave, all sick leave injury benefits, if any, and all compensatory time off;
3. has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Either (i) suffers from a catastrophic health condition or injury; (ii) is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or (iii) requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

B. As used herein, a "catastrophic health condition or injury" means:

1. With respect to an employee, (i) a life-threatening condition or combination of such conditions; or (ii) a period of disability required by his or her mental or physical health and necessitating the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.
2. With respect to an employee's immediate family member, (i) a life-threatening condition or combination of such conditions; or (ii) a period of disability required by his or her mental or physical health and necessitating the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.

C. An employee may request that the Township Manager approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.

1. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the Township Manager medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.

2. When the Township Manager has approved an employee as a leave recipient, the Township, with the employee's consent, will post the employee's name along with those of other eligible employees on bulletin boards within the workplace to encourage the donation of leave time, and will provide a copy of the employee list to the majority representative of the Township's unionized employees. If the employee is unable to consent to this posting, the employee's family may consent on his or her behalf.

D. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave recipient shall receive no more than 180 sick days and/or vacation days, and shall not receive any such days on a retroactive basis.

E. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than ten such days to any one recipient. A leave donor must have remaining, after the donation, at least 20 days of accrued sick leave if donating sick leave and at least 12 days of accrued vacation leave if donating vacation leave. A leave donor may not revoke the leave donation. Employees desiring to donor leave shall complete a donated leave form satisfactory to the Township.

F. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned. Unused donated leave shall not be converted upon retirement into additional compensation.

G. Employees are prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

H. The Township reserves the right to suspend or terminate the donated leave program at any time upon 30 days written notice of such suspension or termination to affected employees and the majority representatives of Township unionized employees.

I. Donated leave used by a recipient will count against any leave entitlement to which the recipient is eligible under the Federal Family and Medical Leave Act and, when taken to care for a member of the employee's immediate family, that Act and the New Jersey Family Leave Law.

J. Unit members are permitted to donate and receive donated leave time from members of the bargaining unit as well as members of the TWU Union and full time unclassified employees as defined in the parameters of the donated leave policy of this contract.

#### Section 5.

A. When a permanent employee covered by this Agreement is injured or disabled resulting from or arising out of his/her employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Township Council to examine such employee, the Township Council may, by ordinance pursuant to N.J.S.A. 40A:9-7, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. Vacation, personal, sick time is not earned. The employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability. It is specifically agreed and understood between the parties hereto that the Township shall have sole discretion in determining whether to grant or deny such a leave. A decision to grant or deny such a leave in

one case shall not be used as precedent in any later case. Each case shall be decided according to its own merits.

B. The parties agree that an employee's prolonged absences from work because of job related injury or disability will not affect his/her seniority for the purpose of layoffs provided the employee has applied for and been granted a leave of absence as provided by in this Agreement.

C. The parties also agree that the injured or disabled employee's anniversary will not be changed due to absences caused by job-related injury or disability.

## **ARTICLE VIII BEREAVEMENT**

### **Section 1.**

In the event of the death of a member of an employee's immediate family, no sick leave, or other leave benefits, shall be charged to the employee for the days necessary to settle personal affairs. There shall be four (4) consecutive working days leave which shall be taken at a time reasonably related to the event of the death. All circumstances shall be taken into consideration. The term "immediate family" for the purposes of this Article shall mean and refer only to the employee's spouse, civil union partner, child, parent or guardian, brother or sister, parents-in-law, son-in-law, daughter-in-law, grandparents, brother-in-law, sister-in-law, and grandchildren, step children, any in-law relative residing in same house. Proof of death may be required.

In the event of a death out of state of one of the above, five (5) bereavement days may be granted. In the event the employee suffers the death of a grandparent-in-law, aunt, uncle, niece, or nephew, the employee shall be able to take three (3) days leave with pay to be used solely to attend the funeral. Proof of death may be required.

In the event that an employee is predeceased by a spouse, the employee shall be entitled to in-law bereavement time. In-law bereavement time shall terminate when the employee divorces.

## **ARTICLE IX JURY DUTY AND MILITARY DUTY**

### **Section 1.**

When called for jury duty and for the duration of such service, an employee shall be entitled to a temporary leave with pay. During the period of jury duty service, the employee will be expected and required to report for work at such time as his/her presence as a juror is excused.

The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service.

Section 2.

The Employer agrees to allow a reasonable period, with pay, to any employee called upon to testify in a legal proceeding in connection with said employee's official duties as a municipal employee provided a subpoena is legally served upon said employee. It is specifically agreed that an employee who is a plaintiff in any action or who is taking part in any action against the Township shall not be eligible for pay under this Section unless subpoenaed by a governmental entity.

Section 3.

Military leave shall be granted in accordance with the Personnel Ordinance and all applicable state and Federal laws. An employee called to serve an annual active military duty or training will be paid his/her regular salary. The employee will reimburse the Township for any payments or fees received minus any mileage or other travel expenses. The employee shall have the option of reimbursing his/her Township pay in lieu of this repayment. The Township shall have the right to require prior proof of such attendance by military order and proof of payment received.

**ARTICLE X  
DISCHARGE AND SUSPENSION**

Section 1.

The Township retains the right to issue a verbal or written reprimand, to demote, suspend, or discharge any employee for just cause. Disciplinary determinations may be appealed in accordance with the grievance procedure herein.

Section 2.

Effective as of the ratification of this Agreement and thereafter, all minor disciplinary action in an employee's central and department personnel file (verbal warnings, written reprimand, or suspension up to five (5) days shall not be used in any further disciplinary hearing, provided the disciplined employee received no further disciplinary action for a continuous three (3) year period. All major disciplinary action, (suspension of six (6) days or more or demotion) except for discharge, may be used in any further disciplinary hearing. Notwithstanding the above, all disciplinary actions will remain in the employees personnel file.

**ARTICLE XI  
GRIEVANCE PROCEDURE**

Section 1.

A. Purpose:

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an employee.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally, with or without Union representation, with any

supervisor of the departments and having the grievance adjusted without formal proceedings as long as the resolve is not contradictory to this Agreement.

3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

**B. Definition:**

The term grievance as used herein means a complaint by an individual employee, group of employees or the Teamsters concerning the interpretation, application or violation of this Agreement, or a violation of policies, or administrative decisions affecting them.

Only grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond Step 2 of this procedure.

**C. Grievance Specificity:**

A written grievance must identify the grievant by name; set forth a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged; the time and place of occurrence of said act; the employer's representative whose action or failure to act forms the basis of the grievance; explaining the precise questions of interpretation, application of alleged violation of such provisions underlying the grievance and must set forth the remedy sought.

**D. Steps of the Grievance Procedure:**

The following constitutes the sole and exclusive method for resolving grievances between the employees of Teamsters covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent or resolved on a lower level:

**1. Step One Department Head:**

a. An aggrieved employee, with the Teamsters, shall submit in writing within seven (7) work days after the aggrieved employee knew or, should have known, of the events giving rise to the grievance, to the Department Head. Failure to act within seven (7) work days shall be deemed to constitute an abandonment of the grievance.

b. The Department or Manager shall investigate and attempt to find a mutually agreeable solution to the grievance and shall render a written decision to the Union and grievant within ten (10) business days from the receipt of the grievance.

**2. Step Two Township Manager:**

a. In the event a satisfactory settlement has not been reached at Step One or the Department Head fails to respond within the time prescribed, the Union may move this matter to the Township Manager within five (5) business days following receipt of the written decision of the Department Head or within five (5) business days of the decision's due date.

b. The Township Manager shall either review the grievance, or, if requested, shall hold a

meeting with the Union Section Committee and the grievant within ten (10) business days after receipt of the grievance and provide his/her written decision to the Union and grievant within ten (10) business days after receipt or hearing of the grievance.

### 3. Step Three Arbitration

a. In the event that the grievance has not been resolved at Step 2, or the Township Manager fails to respond within the time period prescribed, the Union may elect to file within thirty (30) calendar days for binding arbitration of the dispute pursuant to the parameter of paragraph 2 of Section B of this Article and other applicable law, It is further provided that there shall be no arbitration concerning the discipline or discharge of a probationary employee. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him. He shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendments or supplement hereto.

d. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the submission of briefs, or if oral hearings have been waived, then, from the date the final statements and proofs on the issues submitted to him. The arbitrator's decision shall be in writing and shall set forth his finds of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Township and the Union and shall be final and binding on the parties.

e. The costs for the services for the arbitrator, including the per diem expenses, if any, and actual necessary travel and subsistence shall be borne equally by the Union and the Township. Any other expenses incurred shall be borne by the party or parties incurring same.

### E. Township Grievance

Grievances initiated by the Township shall be filed in writing directly with the Teamsters Union within the same period set forth in Step One, Paragraph "a". A meeting between the Township Manager and the Teamster's representative shall be held within five (5) business days of the receipt of said filing and an earnest settlement shall be reached; if not the procedure set forth in Step Three shall be applied.

### F. No Strike No Lock Out:

It is the intention of the parties to settle all differences between the Employer and the Union arising from the interpretation or implementation of this Agreement through the grievance procedures in accordance with the provisions of this Agreement. Therefore, the Employer



agrees that it will not lock out its employees, and the Union agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this Agreement.

**G. Time Limitations:**

The time limits set forth herein shall be strictly adhered to. The parties may waive the time limits for any Step herein by written mutual consent executed by the representatives for all affected parties.

**ARTICLE XII  
UNION DEDUCTIONS**

**Section 1.**

The Township shall deduct from the wages of employees the first pay day of each and every calendar month and remit to the Secretary/Treasurer of the Union regular membership dues, assessments, or fines, for those employees who sign authorization cards permitting such payroll deductions.

**Section 2.**

From the wages of any employee in the bargaining unit who has not signed a dues deduction authorization card after one hundred eighty (180) days of permanent full time employment, the Township will deduct an Agency Fee and/or Maintenance Fee charged each month at the time the regular dues are deducted and remit the deducted Agency Fee and/or Maintenance Fee charge to the Secretary/Treasurer of the Union. The maximum amount of said fees shall be eighty-five (85%) percent of the regular dues and fees.

**Section 3.**

The Township agrees to deduct and transmit to the Secretary/Treasurer of the Union the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Teamsters Union. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

**Section 4.**

The Union will indemnify and save harmless the Township from any and all claims and disputes that may arise of or by reason of action taken by the Township on account of this Article.

## **ARTICLE XIII SENIORITY**

### Section 1.

Seniority shall be defined as length of continuous service as a permanent full time employee.

### Section 2.

In case of layoff, the required reductions shall be made in such job classification or classifications as directed by the Township Council with the least senior employees in the job classification being laid off at first. Any employee covered by this collective bargaining agreement experiencing a layoff shall be given 24 months of re-call rights to regain their position. No seniority or benefits will accrue during the time not employed by the Township. The employee is responsible to have current certifications pertinent to their position at the time of the return to the work force.

## **ARTICLE XIV NON DISCRIMINATION**

### Section 1.

Neither the Employer nor the Union shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin. Where the word "he", "she", "him", or "her" is used in this Agreement, it shall mean both sexes.

## **ARTICLE XV MANAGEMENT'S RIGHTS AND RESPONSIBILITIES**

### Section 1.

It is recognized and agreed that the Township possesses the sole right and responsibility to operate the facilities and departments covered by this Agreement and that all management rights repose in it, except as same may be expressly qualified by the specific provisions of this Agreement. These rights include, but are not limited to, selection and direction of its employees; to hire, promote, transfer, assign, and retain employees in positions within the Unit and suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duties because of lack of work or for other legitimate reasons; to establish and change work schedules and assignments; to determine the amount of overtime to be worked; to maintain the efficiency of the government operations entrusted to it; to determine the methods, means, and personnel by which its operations are to be conducted; to introduce new or unproved methods or facilities; and to contract out for goods or services. It is agreed that the Township may take whatever actions may be necessary to carry out the mission of the facility or departments in situations of emergency. It is further agreed that all positions shall be posted for a period of seven (7) days.

### Section 2. Rules and Regulations

The Employer agrees that, prior to establishing any new personnel policies for the Township of Howell Personnel Manual or modifying existing personnel policies within the Township of Howell Personnel Manual, they shall first be discussed with the Union and shall not be

implemented until the expiration of fourteen (14) days after such discussion, unless emergent reasons exist.

## **ARTICLE XVI UNION BUSINESS**

### Section 1.

The Union Section Chairman shall be excused from his work assignment and shall be granted a reasonable amount of time to handle Union/Management business; provided, however, that the Section Chairman notifies either his Supervisor or the Department Head, or the Manager; and provided that such time is limited to an aggregate of six (6) hours per month, non-cumulative.

### Section 2.

The members of Union's Section Negotiating Committee shall be granted time off from duty with full pay for all meetings between the Township and the Union for the purposes of negotiating the terms of an agreement when such meetings take place at a time during said employees' regular working hours.

### Section 3.

The duly authorized officers and/or business representatives of the Union shall be permitted on Township premises during working hours for the purpose of adjusting complaints or ascertaining whether this Agreement is being performed; provided, however, that they are in no way interfering with the conduct of Township business. The Township, if it so chooses, shall have one of its representatives accompany the business representative while on the premises. At the time of entering the Township's premises, the business representative must make his presence known to the Supervisor or the Department Head, or the Manager. The business representative shall conduct himself properly while on Township premises.

### Section 4.

The Employer will provide a bulletin board in a conspicuous location in the buildings where employees covered by this Agreement are employed.

### Section 5.

#### **Meeting Facilities**

Representatives of the Union shall be permitted to transact official Union business on Township property at such times and places to be determined in accordance with prevailing Township policy, procedures and regulations. It is understood that all meetings of the Union shall be held so as not to interfere or interrupt normal Township operations and at no additional cost to the Township. The request for scheduling all meetings shall be made through the Municipal Manager.

### Section 6.

Any employee covered by this Agreement that is elected to a full-time Union position shall be granted a paid leave of absence for the period of time that the employee remains in office. Notwithstanding the foregoing, the paid leave of absence is expressly conditioned upon the Union reimbursing the Township for the full costs of the affected employees salary and

benefits including but not limited to base pay, employer pay roll tax contributions, and benefit costs. However, such employee shall not be eligible to receive benefits directly related to their job title, such as clothing allowance, shoe allowance, meal allowance, holiday pay, vacation accrual and accumulation and sick leave accumulation. Upon expiration of the employee's term of union office, or upon their earlier return to work at the Township, the employee shall return to their previously held position with no loss of seniority or pay.

## **ARTICLE XVII SALARIES AND WAGES**

### **Section 1.**

Effective upon the date of ratification of this Contract, all eligible employees will receive a salary increase retroactive to January 1, 2018. An eligible employee is an employee who worked for the Township during all or part of the calendar year 2018 and is still employed by the Township on the date of ratification and approval of this Contract. Eligible employees who did not work the full calendar year will have the retroactive payment prorated. Employees who are not actively employed by the Township on the date of ratification and approval of this contract, by reason of retirement on pension, shall be eligible for a retroactive payment, which shall be prorated where appropriate.

Effective January 1, 2018, all employees shall receive a (2.0%) percent salary increase.  
Effective January 1, 2019, all employees shall receive a (2.0%) percent salary increase.  
Effective January 1, 2020, all employees shall receive a (2.0%) percent salary increase.  
Effective January 1, 2021, all employees shall receive a (2.0%) percent salary increase

### **Section 2.**

Employee's length of service payment shall be rolled in to their base salary. Longevity is hereby eliminated effective January 1, 2015.

### **Section 3.**

The Township Manager will have the right to establish the salary for any new hires covered by this agreement at an amount not more than 15% below the salary then being paid for the position and not more than 20% above said salary. The Township Manager shall also have the right to establish vacation levels for new hires taking into account prior length of service in comparable employment. In the event that the Township Manager determines to hire someone at a salary level below the salary level being paid at the time of such new hire, the Manager shall bring the new hire to the salary level previously paid to that position within a period of not more than 2 years from the date of hire.

### **Section 4**

If a new title is established that is to be covered by the terms and conditions of this agreement, the Township Manager shall have the right to establish the salary level for that new title following notice of same to the Union.

## **ARTICLE XVIII SAFETY**

### **Section 1.**

Township employees shall not be required to use machinery or equipment when a majority of the Safety Committee certifies that it has a defect, or is not in proper working order so that it would be unsafe to operate.

### **Section 2.**

The Union recognized the fact that it is the employees' responsibility to use all safety equipment provided for their protection.

### **Section 3.**

All safety equipment shall be purchased, replaced and maintained as per State, Federal and OSHA guidelines.

### **Section 4. Field Personnel & Clothing Allowance:**

For purposes of this section, field personnel shall include the Construction Official, Director of Land Use, Director of Public Works, Director of Community Development, Director of Sewer Utility, Supervisor, Deputy Director of Public Works, Deputy Director of Community Development and Social Worker. No later than October 31<sup>st</sup> every two years, Field Personnel shall be provided with his/her choice of a set of winter coveralls or a winter jacket.

All jackets, coats and safety vests shall conform to ANSI – III safety specifications before being issued to any employee.

The Employer will provide to each field personnel a shoe allowance for each contract year, in January of that year. The employees are required to wear the ANSI certified safety work shoes while at work. The style of the work shoe shall be chosen by the employee. In the event that an employee requires a specific work shoe in accordance with documented medical need, the Employer will reimburse the employee for the standard cost of the work shoes. The yearly shoe allowance shall not exceed one hundred fifty \$150.00 dollars.

The Fire Bureau Chief, Fire Bureau Captain, Fire Bureau Lieutenant and EMS Coordinator, shall be provided with an initial issue of uniforms. Employer shall buy the required above mentioned employees uniforms on an as needed basis, with an amount not to exceed \$700.00 annually per employee

## **ARTICLE XIX PERSONAL DAYS**

### **Section 1.**

Each member of the bargaining unit shall receive three (3) personal days each year which may be utilized by calling one (1) hour prior to the workday. Personal days must be taken in one half or whole day increments. The Union agrees that any owed personal days will be deducted from the employee's last pay check by the Employer. The days shall not be cumulative to the following year. An employee will be paid his/her personal days on a prorated basis upon retirement with pension from the Township. An employee terminated for justified sustained

disciplinary action shall not be afforded any payment for personal days.

An employee shall receive an additional personal day the next year if during the previous calendar year he/she has not filed a worker's compensation claim with any loss of time from work exceeding four (4) hours.

Section 2.

The Township agrees to grant the necessary time off without loss of pay to the Shop Steward and Assistant Shop Steward of the Local Union or delegates designated by the Union to attend any State or National Convention, including conventions or seminars of the Local Union. Such time off as herein described is not to exceed one event in any calendar year for a maximum of five (5) days.

**ARTICLE XX  
EDUCATIONAL REIMBURSEMENT**

Section 1.

Associates	\$ 1,525 per annum
Bachelor's Degree	\$ 3,029 per annum
Master's Degree	\$ 3,787 per annum

Education pay is to be distributed as regular pay. Attainment of the next higher degree by June 30 of the calendar year shall qualify the employee for receipt of the higher scheduled benefit in its entirety in the calendar year of conferral.

Should an employee desire to enroll in an approved work-related non-college course or workshop, such employee may submit a request for reimbursement of the expenses of such course or workshop to the Township Manager. The Township Manager, may, in his discretion, approve those courses or workshops which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible. Proof of attendance may be required.

Section 2.

A. Should an employee desire to attend college, such employee may submit a request to the Township Manager. The Township Manager may, in his/her discretion, approve those courses which will benefit the Township, are related to an employee's work, and for which funds are available. Employees must obtain advance approval in order to be eligible.

The Township will pay for tuition only, in accordance with the following terms: Full payment if employee receives a C or better; if the employee receives a D or less, there will be no reimbursement. The Township will pay for a maximum of six credits per semester for an individual. "Pass/Fail" courses will be reimbursed at 60% for pass, 0 for fail. If an employee leaves the employ of the Township within one year from the date of tuition reimbursement by the Township, the employee shall reimburse the Township for 100% of the tuition paid by the Township. If an employee leaves within 2 years, he/she shall reimburse the Township for 50% of the tuition paid.

Section 3.

If an employee is ordered by the Township to attend work related courses or schooling, the Township will pay for the course and all reasonably related expenses incurred.

Section 4.

Each instance of approval/disapproval shall be considered on its own merits and shall not be precedential as to other requests.

**ARTICLE XXI  
CLOSING OF FACILITY**

Section 1.

The Employer agrees that notification to employees will be provided by a call-in-system or by direct notice from employees' supervisors when it is determined by the Employer that certain local government facilities will be closed because of weather conditions or other facility problems. Any decision of closing must come via the Manager's Office or directly from the Township Council. In the event that the Town Hall is closed, or closes early due to weather conditions, all employees who are required to work shall receive equivalent compensatory straight time off. If the facility is closed by the Township Manager or his/her designee, the employee will not be charged with a sick day, vacation day, or personal day pre-scheduled for that day. Pre scheduled is defined as having been submitted prior to 11:59 PM on the date of the closure.

**ARTICLE XXII  
SAVINGS CLAUSE**

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of thus Agreement to any person or circumstance shall be held invalid, the remainder of the Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

Section 2.

If any provisions are so invalid the Employer and the Union will meet for the purpose of negotiating changes made necessary by applicable law.

**ARTICLE XXIII  
FURTHER NEGOTIATIONS**

Section 1.

Prior to the ending date of this Agreement, pursuant to the regulations of the New Jersey Public Employment Relations Commission, the parties shall confer, at mutually agreed-upon times and places for the purposes of effectuating, if possible, a new or a continuation of the within agreement.

**ARTICLE XXIV  
PROBATIONARY PERIOD**

Section 1.

All new employees shall serve a probationary period of six (6) months of continuous employment which may be extended for up to an additional six (6) month period at the discretion of the Township Manager. During that time it is specifically agreed and understood that the Township has the right to terminate the employment of the probationary employee, and the Union and the employee may not resort to any grievance procedure or any other hearing procedure under those circumstances. Probationary employees shall be entitled to all other benefits under this Agreement except as specifically prohibited herein.

**ARTICLE XXV  
DURATION OF AGREEMENT**

Section 1.

This Agreement shall be in effect as of January 1, 2018 up to and including December 31, 2021.

Section 2.

This Agreement constitutes the entire Agreement between the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

Section 3.

Any modification shall only be by mutual agreement between the parties. Such modifications, if agreed upon, shall be reduced to writing, signed by authorized representatives of both parties, and shall become a part of this Agreement as if negotiated herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective representatives, attested by their respective secretaries and their corporate seals to be placed hereon this 4<sup>th</sup> day of September, 2018.


Attest:

  
Penny Wollman, Clerk

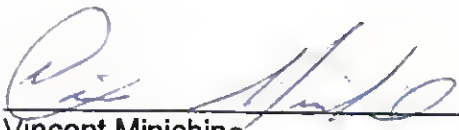
  
Mayor Theresa Berger




Date: 9/10/18

  
\_\_\_\_\_  
Brian Geoghegan, Township Manager

Attest: Ann Albano  
Ann Albano, Teamsters Local  
Union No. 469

  
\_\_\_\_\_  
Vincent Minichino,  
Teamsters Local Union No.469

  
\_\_\_\_\_  
William Nunziato, Teamsters Local  
Union No. 469

Date: 9/10/18

SCHEDULE A  
DEPARTMENT HEADS

	2018	2019	2020	2021
Construction Official	\$105,764	\$107,879	\$110,037	\$112,237
Director Land Use	\$90,758	\$92,573	\$94,424	\$96,313
Director Public Works	\$111,768	\$114,003	\$116,283	\$118,609
Director Senior Center	\$83,115	\$84,777	\$86,473	\$88,202
Municipal Court Administrator	\$84,672	\$86,366	\$88,093	\$89,855
Director Community Development	\$132,314	\$134,961	\$137,660	\$140,413
Deputy Director of Community Development	\$114,000	\$114,000	\$116,280	\$118,606
Director of Sewer Utility	\$129,277	\$131,862	\$134,500	\$137,190
Director Community Relations	\$82,739	\$84,394	\$86,082	\$87,804
Fire Bureau Chief	\$100,192	\$102,195	\$104,239	\$106,324

SCHEDULE B  
SUPERVISORS

	2018	2019	2020	2021
Social Worker	\$69,714	\$71,108	\$72,530	\$73,981
Deputy Director of Public Works	\$90,500	\$90,500	\$92,310	\$94,156
Fire Bureau Captain	\$75,937	\$77,456	\$79,005	\$80,585
Fire Bureau Lieutenant	\$63,672	\$64,946	\$66,245	\$67,570
Supervisor	\$84,897	\$86,595	\$88,326	\$90,093
EMS Coordinator	\$71,760	\$73,195	\$74,659	\$76,152